City of South Miami
REQUEST FOR PROPOSALS

The City of South Miami, Florida, hereinafter referred to as City, will receive sealed proposals. The submittal, consisting of an original unbound proposal, ten (10) additional copies and one (1) digital copy (in a CD, pdf format) to the Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143, for furnishing the services described below:

EVALUATION & APPRAISAL REPORT (EAR)
CONSULTING SERVICES
RFP NO. SM–FN 2011-02

Sealed Proposals must be received by the Office of the City Clerk, either by mail or hand delivery, no later than **10:00 A.M. local time on Friday, February 11, 2011** and must be clearly labeled with the above RFP title and number. A public opening will take place at 10:00 A.M. in the City Commission Chambers located at City Hall on the same date. Any Proposals improperly labeled and/or received after 10:00 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the label and time a Proposal is received shall be cause for rejection of the proposal and disqualification of the Proposer.

Proposals are subject to the attached Standard Terms and Conditions contained in the complete bid package. Interested Proposers who wish to respond to this RFP can obtain the complete bid package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or can view the bid package on the City's website at: www.cityofsouthmiami.net/index.php?src=gendocs&ref=BidPosting2010&category=RFPs-and-Bids

The City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City.

Pablo R. Velez, Esq.
Purchasing Manager

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BACKGROUND

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

The City of South Miami is seeking proposals for assisting the Planning and Zoning Department in the preparation of the 2012 Evaluation and Appraisal Report (EAR) of the Comprehensive Plan. The 2012 Evaluation and Appraisal Report (EAR) is due September 1, 2012.

Attached is the "Scope of Services" required to be performed by the selected consultant. There are ten tasks to be performed over the next 20 months. The tasks will supplement the City staff work. The EAR 2012 program will commence in Fiscal Year 2011 on March 1, 2011 and be completed during Fiscal Year 2012 by the date of September 30, 2012. The work product to be sent to Department of Community Affairs (DCA) would be a master digital (WORD) document including any figures and maps.

The City of South Miami has budgeted $17,500 in each of the two fiscal years for payments to a selected consultant.

The City is inviting your agency to submit a proposal including qualifications and a fee estimate for each task and a total services fee for both fiscal years.

SCOPE AND PURPOSE

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

TASK 1 - ASSESSMENT OF MAJOR ISSUES and PUBLIC INVOLVEMENT

In order to ensure that the City of South Miami meets the required Department of Community Affairs submittal date of September 1, 2012 the consultant shall begin the initial issue identification process on March 1, 2011 All efforts associated with this task will be performed in support of the identification of critical and major issues facing the City. These issues may range anywhere from quality-of-life, including urban services, congestion and parks, development/redevelopment and community revitalization, environmental issues, and/or housing.

The consultant will meet with key City staff and officials to gather input on major issues affecting the City. In addition, our team will conduct a minimum of two public workshops. Other coordination efforts will include meetings with elected officials, appointed officials, City staff, and other government agencies.

The purpose of the public workshops will be to discuss and receive public input on the key local planning issues that will be addressed in the EAR. After the public workshops have been held, the consultant will conduct an interagency scoping meeting with adjacent local jurisdictions and State, regional and county agencies to receive their input on the key issues that have been identified, and to identify additional issues that should be addressed. (Task 1 Completion: on or before **April 15, 2011**)

Throughout the EAR process, the consultant shall coordinate with the following:

- City Commission
- Local Planning Agency
- Planning & Zoning Boards
- City Staff
- School Board
- Chamber of Commerce
- Homeowners' Associations
- Builders' Associations
- Civic Groups
- Representatives of Adjacent Local Governments
- Additional Agencies as Requested by City Staff

TASK 2 - INTERAGENCY SCOPING MEETING

The consultant shall conduct interagency coordination. The South Miami Planning and Zoning Department will assist in conducting interagency scoping meetings. Agencies that will be coordinated with during this task (and throughout the process) will include: Adjacent municipalities, Miami-Dade County, Florida Department of Transportation, South Florida Regional Planning Council, Department of Environmental Protection, South Florida Water Management District, Miami-Dade County School Board, and Florida Department of Community Affairs. The result of tasks 1 and 2 will be a compilation report that summarizes all issues identified for further research and updating. This report will be submitted to City staff for review and consideration, and the State of Florida in order to receive a Letter of Understanding. Any and/or all of the issues identified in this task will be addressed in the EAR document (see Task 4).Task 2 Completion: on or before **June 15, 2011)**

TASK 3 - REVIEW AND EVALUATION OF THE COMPREHENSIVE PLAN

The purpose of this task is to perform a comprehensive review on an element-by-element basis of the Plan in order to identify and evaluate successes or shortcomings in achieving the City's goals, objectives and policies. This analysis and associated recommendations, will be incorporated into the EAR document (Task 3 Completion: on or before **August 15, 2011**).

TASK 4 - DEVELOPMENT AND PREPARATION OF DRAFT EAR

The purpose of this task is to develop and prepare, in coordination with City staff, the draft Evaluation and Appraisal Report in accordance with Chapter 163, F.S. The issues identified in Tasks 1 and 2 will be: described, analyzed, and evaluated for potential social, economic, and environmental impacts. A series of Comprehensive Plan amendments to address these issues will be recommended. In addition, the draft EAR will include:

- Description of the process used to ensure public participation
- Updated population estimates
- Changes in Land Area
- Vacant land for future development
- Demands of growth on infrastructure
- Location of development
  Recommendations for amending the Future Land Use Map (FLUM)
- Coordination of school locations, and an evaluation of successes and shortcomings in coordinating residential development and public school capacity
- List of changes needed in the comprehensive plan due to changes in state law, regional plans and/or administrative rules
- Other issues as may be required by City staff

The above elements shall comprise the 1st draft of the EAR, to be submitted to City staff for review and approval. Any comments or suggestions received from City staff will be addressed prior to proceeding to Task 5. (Task 4 Completion: on or before **October 1, 2011).**

TASK 5 - PUBLIC HEARINGS ON PROPOSED EAR (Local Planning Agency and City Commission

The purpose of this task is to ensure that the public and all concerned stakeholders have an opportunity to review and comment on the draft EAR. Any and/or all comments received during this phase will be addressed prior to Task 6. (Task 5 Completion: on or before **February 1, 2012**)

TASK 6 - TRANSMITTAL OF DRAFT EAR TO THE DEPARTMENT OF COMMUNITY AFFAIRS

The purpose of this task is to submit the EAR draft to DCA in order to obtain any possible comments in advance of required adoption and submittal dates. (Task 6 Completion: on or before **April 1, 2012**)

TASK 7 - RESPONSE TO OBJECTIONS, RECOMMENDATIONS, AND COMMENTS

All objections, recommendations and comments will be reviewed and the draft EAR will be revised accordingly (Task 10). (Task 7 Completion: on or before **July 1, 2012**)

TASK 8 - REVISE PROPOSED EAR

The purpose of this task is to revise the EAR according to comments received. These changes will be incorporated within the EAR document and submitted to City staff for review and approval **(to be completed in thirty days).**

TASK 9 - PUBLIC HEARING TO ADOPT PROPOSED EAR

Final hearing for adoption of Evaluation and Appraisal Report. Consultant shall be present and responsive to direction from the City Commission.

TASK 10 - TRANSMITTAL OF PROPOSED EAR TO DCA

The Consultant shall prepare the final report and provide it to the City of South Miami for transmission. (Task 10 Completion: on or before September 1, 2012)

GENERAL CONDITIONS & INFORMATION

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

1. Submission of Request for Proposals

Firms shall submit one (1) original unbound proposal, ten (10) additional copies and one (1) digital copy.

Request for Proposals must be in conformance with the detailed submittal instructions and must be delivered by mail, courier, or personal delivery by the time and date indicated in the legal notice. **RFP No. SM-FN 2011-02 EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES RESPONSES NOT SUBMITTED BY THE DATE AND TIME SPECIFIED SHALL BE REFUSED**. The time indicated by the time clock in the City Clerk office is considered the official time of receipt. No faxed or email RFP responses will be accepted.

RFPs may be submitted in person or by mail to the following address:

In Person/Courier/By Mail:

South Miami City Hall Building
6130 Sunset Drive
South Miami, FL 33143
ATTN: CITY CLERK OFFICE

Upon submission, all documents become the property of the City of South Miami and are subject to public records laws.

2. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

3. Requests for Additional Information or Questions

Any requests for additional information or clarification should be submitted in writing by **10:00 A.M. local time on Monday, February 7th, 2011** to the attention of Pablo R. Velez, Esq., CPPB, Purchasing Manager at pvelez@southmiamifl.gov or via facsimile at (305) 667-7806.

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addendums are issued to this request for proposal, the City will notify all prospective firms via the City's website.

It shall be the responsibility of each Firm, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to acknowledge such addenda on the Proposal.

4. Lobbying

All firms and their agents who intend to submit, or who have submitted, bids or responses for the City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioners, members of the Selection Advisory Committee (SAC), nor any employee of the City of South Miami are to be lobbied either individually or collectively concerning this City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services RFP.

Contact should only be made through regularly scheduled Commission meetings, SAC meetings scheduled for interviews and/or negotiations, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

5. Reserves the Right

The City anticipates awarding one or more contract(s) for services as a result of this Request for Proposals. The City, however, reserves the right to reject any and all submitted Proposals and to further define or limit the scope of the award.

The City reserves the right to request additional information from Firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposals be completed in all respects.

The City reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all RFP in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting contract may be canceled at any time by the City of South Miami for any reason, upon a thirty (30) day written cancellation notice.

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement, the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services RFP), as well as all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services there under, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

8. Indemnification

To the extent permitted by law (F.S. 768.28) the proposing firm shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing firm and any persons employed or utilized by proposing firm in the performance of this contract.

9. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

10. Insurance

10.1 Without limiting its liability, the proposing firm shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the proposing firm, from claims which may arise out of or result from the proposing firm's execution of a contract with the City of South Miami for Evaluation & Appraisal Report (EAR) Consulting Services, whether such execution by the Firm or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Workers' Compensation Insurance covering all employees meeting Statutory Limits in compliance with all applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of $1,000,000.00 for each accident.

Comprehensive General Liability coverage shall have minimum limits of $1,000,000.00 per occurrence, combined single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors and Products and/or Completed Operations; Broad Form Property Damage; and Contractual Liability Endorsement.

Business Vehicular Liability coverage shall have minimum limits of $1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership.

Professional Liability (errors and omissions) coverage shall have minimum limits of $1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed $50,000.00 each claim.

10.2 **The City shall be listed as an Additional Insured on the General Liability policy.** In the event the insurance coverage expires prior to completion of the term for City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

10.3 Unless otherwise specified, it shall be the responsibility of the proposing firm to insure that all sub-consultants comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

10.4 The proposing firm shall "flow down" the requirements of this provision to all sub-consultants.

10.5 The limits of insurance required above must be retained throughout the term of the contract. The proposing firm must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

10.6 Policies should be written on an "occurrence" basis.

11. Opening of Request for Proposals

Request for Proposals will be opened and evaluated after the final date and time set for receipt. The City may request proposing firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

12. Rejection of Proposals

The City reserves the right to reject any and all Request for Proposals. It also reserves the right to waive any minor irregularities in connection with Request for Proposals.

13. Acceptance of Proposal

Within ninety (90) days after the final submission date for Request for Proposals, the City will act upon them. The Successful Firm will be requested to enter into negotiations to produce a contract for City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services. The City reserves the right to terminate negotiations in the event it deems progress towards a contract to be insufficient.

14. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of South Miami will apply to any resulting agreement and venue for any action arising out of any agreement and such right shall remain solely with the City.

15. Qualification of Proposing Firm

Request for Proposals will be considered from firms normally engaged in providing the services requested. The proposing Firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of South Miami will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject Request for Proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

16. Designated Contact

The awarded firm shall appoint a person to act as a primary contact with the City of South Miami. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms of the contract.

17. Deviations from Specifications

The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Request for Proposal. The decision as to whether an item fully complies with the stated requirements rests solely with the City of South Miami.

18. Precedence of Conditions

The proposing Firm, by virtue of submitting a proposal, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included.

19. Proposal Withdrawal

After Request for Proposals are opened, corrections or modifications to Proposals are not permitted, but the proposing firm may be permitted to withdraw an erroneous proposal prior to the proposal award by City Commission, if the following is established:

19.1 That the proposing firm acted in good faith in submitting the proposal;

19.2 That the error was not the result of gross negligence or willful inattention on the part of the firm;

19.3 That the error was discovered and communicated to the City within twenty-four (24) hours of proposal opening, along with a request for permission to withdraw the proposal; or

19.4 The firm submits documentation and an explanation of how the proposal error was made.

20. Public Entity Crimes

A person or affiliate who has been placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a proposal on a contract to provide any services to a public entity, may not submit Request for Qualifications on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.

21. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the CITY, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

22. City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services Records

All records in any manner whatsoever assigned to the City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services, or any designated portion thereof which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the CITY, for inspection and copying upon written request of the CITY. Additionally, said records shall be made available, upon request by the CITY to any state, federal or other regulatory authorities and any such authority may review the same. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document and relate to the City of South Miami Evaluation & Appraisal Report (EAR) Consulting Services. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract.

23. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for

five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

24. Unauthorized Aliens

The employment of unauthorized aliens by any firm is considered a violation of Federal Law. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the firm as well.

25. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded firm should not be deemed to be a waiver of any default or breach by the City.

26. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded firm to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees for the City.

SUBMISSION REQUIREMENTS

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an original unbound proposal, ten (10) additional copies on 8 1/2" x 11", and one (1) digital copy (document in pdf format), tabbed for the following format (submittals not conforming to this format may be disqualified from further consideration).

Request for Qualifications should include the requirements listed below. Submittals submitted without meeting ALL the requirements may be considered non-responsive.

1. Format

   Sections and subsections should correspond in sequence with those identified below. All additional information that the Consultant believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

   The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of proposal.**

   a. **Title Page** - List the RFP subject, the name of the firm, address, telephone number, email address, contact person and date.

   b. **Table of contents** - Include a clear identification of the material included in the submittal by page number.

   c. **Letter of Interest** - Limit two (2) pages. Make a positive commitment to perform the required work within a specified timeline, acknowledgement of receipt of addenda. Give the name(s) of the person(s) who will be authorized to make representation for the firm, their title, phone number and email address.

   d. **Qualifications and Experience**

      1. Provide a brief discussion of the **firm's understanding and approach** to the work described herein.

      2. A resume of the firm; and resumes of the individuals who will work on EAR and a statement identifying the individual who will attend meetings and have primary responsibility for City matters.

3. The Evaluation & Appraisal Report (EAR) Consulting Service Firm shall be expected to provide the following minimum services including, but not limited to, the following:

    a. Attendance at all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, board meetings;

4. Provide three (3) commitments your firm performed that involved services similar to those detailed herein. Provide the schedule, cost and scope of work. Provide references to the City of South Miami.

5. A minimum of 10 years experience in providing assistance and consultation to local governments on Comprehensive Plans, EAR's and related redevelopment activities in State of Florida;

6. Lead staff person must be American Institute of Certified Planners (AICP)

7. Provide **resumes** of staff that will be performing work.

e. Proposer's **Certification and Non-Collusive Affidavit**

f. The Evaluation & Appraisal Report (EAR) Consulting Services/Firm, whether an individual or a law firm, will not be permitted to represent any client before the Commission or any Committee, department or agency of the City, and will agree not to undertake any other private representation which might create a conflict of interest with the City. The Evaluation & Appraisal Report (EAR) Consulting Services /Firm may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member or their family has an interest.

g. All proposals received will be considered public records. The City will consider all proposals using such criteria as the Commission may adopt at its sole discretion. The EAR Consulting Services Firm selected will be required to enter into a formal agreement with the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection.

h. Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On **Public Entity Crimes.**

i. **Cost Proposal** – All proposals must be based on a flat total fee basis covering all costs associated with accomplishing the required tasks.

EVALUATION AND SELECTION OF CONSULTANT

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

1. Qualifications shall be reviewed by the City's Selection Advisory Committee (SAC) or such other committee. The committee determines and prepares a "shortlist" of the highest ranked firms. The short-listing of firms shall be based on qualifications applicable to the scope and nature of the services required by this request.

   Determination shall include, but not be limited to, the following:

   A. The proposer's demonstrated understanding of the City's requirements and plans for meeting the same;

   B. The professional qualifications and related experience of the persons assigned to this contract;

   C. The prior experience and references of the proposer;

   D. The size and organizational structure of the proposer; and,

   E. The cost proposal.

2. The committee may request that each short-listed firm make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the proposer. After presentations and interviews have been completed, the proposers shall be ranked by the Selection Advisory Committee.

3. The SAC will present the ranking to the City Manager for initial review and approval followed by City Commission consideration and final approval.

4. The City will negotiate a Contract with the top ranked firm. Should the City be unable to negotiate a satisfactory contract which is competitive, reasonable, and adequate, negotiations with that firm shall terminate and the City shall proceed to negotiate a contract with the next highest ranked firm; and, ultimately, should all such negotiations fail, all proposals shall be rejected and this solicitation shall be re-issued.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by_____
[print individual's name and title]

for_____
[print name of entity submitting sworn statement]

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

   (a) A predecessor or successor of a person convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

Sworn to and subscribed before me this _____ day of _____ , 2011.

_____ Personally known or

_____ Produced identification

Notary Public – State of _____

My commission expires _____

_____
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE

EVALUATION & APPRAISAL REPORT (EAR) CONSULTING SERVICES

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER's Signature: _____

Print Name: _____

Date: _____